

AGREEMENT

by and between the

Conservation Police Lodge

and the

Department of Central Management Services
and Natural Resources

State of Illinois

for RC-110

July 1, 2004 - July 1, 2008

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AGREEMENT

This Agreement is made and entered into this first day of July, 2004, by and between The Illinois Departments of Central Management Services and Natural Resources, hereinafter referred to as "Employer" and Conservation Police Lodge, hereinafter referred to as "CPL", on behalf of the employees in the collective bargaining unit described in Article I of this Agreement.

PURPOSE

Whereas, CPL, was certified by the Office of Collective Bargaining, State of Illinois, on June 6, 1991, in Case No. RC-110-OCB, as the exclusive bargaining representative for the purpose of bargaining for the employees; and

Whereas, it is the intent and purpose of Employer and CPL to set forth the accords between them, for the term thereof, of the rates of pay, the hours of work, and the other terms and conditions of employment to be observed by the employees covered and the parties in order to establish harmonious relations and to provide equitable treatment of the covered employees;

Therefore, the following Agreement is entered into.

ARTICLE I

RECOGNITION

Section 1. Recognition

Employer recognizes the Conservation Police Lodge, hereinafter referred to as "CPL" as the sole and exclusive bargaining representative for all sworn Conservation Police Officer Trainees, and Conservation Police Officer I's and II's employed by the Illinois Department of Natural Resources.

Section 2. Successor Classes

The parties agree that if a new classification is a successor title, or replacement title, to a classification covered by this Agreement, with no substantial change in duties, the parties shall stipulate to the inclusion of such classification in this agreement.

Section 3. New Classifications - Scope of RC-110-OCB Unit

Employer agrees to meet and discuss with CPL the inclusion or exclusion of any and all newly instituted job classifications which may be described within the scope of the RC-110-OCB as follows:

A statewide unit of professional law enforcement officers of the Illinois Department of Natural Resources.

The bargaining unit titles include sworn Conservation Police Officer Trainee, Conservation Police Officer I and Conservation Police Officer II.

Where the parties agree to include a new classification, they shall so stipulate before the Illinois State Labor Relations Board.

Employer shall notify CPL of such new job classifications prior to the submission of said classifications to the Civil Service Commission.

Section 4. Changes in Existing Classifications

The Employer shall notify CPL of any changes in bargaining unit job classifications and upon timely request meet with CPL prior to the submission of said classifications to the Civil Service Commission.

Section 5. Pay

Employer agrees to negotiate with CPL as to the appropriate pay grade to be assigned to job classifications determined to be in the RC-110-OCB bargaining unit. If no agreement is reached between the parties, CPL shall be allowed to file a grievance in accordance with Article X of this Agreement. The grievance shall be filed at Step 4 of the grievance procedure. In the event that an appropriate resolution is

not reached at Step 4, then the issue may be submitted to an arbitrator.

The arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

- a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the classification series and in the bargaining unit;
- b) Like positions with similar job content and responsibilities within the labor market generally;

The pay grade originally assigned by the Employer shall remain in effect pending the arbitrator's decision.

Section 6. Integrity of the Bargaining Unit

Employer recognizes the integrity of the bargaining unit and agrees that it will not propose or take any action for the purpose of eroding it.

ARTICLE II

DEFINITIONS

1. "Director" refers to the Director of the Illinois Departments of Central Management Services or Natural Resources as the context may require.
2. "Employer" refers to the Illinois Departments of Central Management Services or Natural Resources as the context may require.
3. "Employee" refers to a person employed in the job classifications covered by this Agreement, excluding temporary, emergency, per diem, confidential, managerial, or supervisory employees, and shall include the term officer wherein used.
4. "Probationary employee" refers to an employee in a probationary period as currently administered under the Personnel Rule 302.300 a; provided, however, that such probationary employees shall have no right to grieve disciplinary actions including discharge.
5. "Day" refers to workday when used increments of 15 or less.
6. "Workday" shall mean a normal period of eight (8) hours which is uninterrupted by any period of time except for breaks and meal periods or leave time.
7. "CPL" refers to the Conservation Police Lodge.

ARTICLE III

MANAGEMENT RIGHTS

It is understood and agreed by the parties that Employer possesses the sole right to operate its agencies so as to carry out the statutory mandate and goals assigned to the agencies and that all management rights repose in Employer. Except as modified or amended by this Agreement, management rights include but are not limited to:

1. The right to utilize personnel, methods and means in the most appropriate and efficient manner possible;
2. The right to manage and direct the employees.
3. The right to transfer, assign or retain employees in positions within the agency; subject to the provisions of this agreement.
4. The right to suspend, discharge or take other appropriate disciplinary action against employees for just cause;
5. The right to determine the size and composition of the work force and to layoff employees as provided in Article XIV of this Agreement;
6. The right to determine the mission of the agency and the methods and means necessary to fulfill that mission including the contracting out for or the transfer, alteration, curtailment or discontinuance of any goals or services.

ARTICLE IV

NON-DISCRIMINATION

Section 1. Prohibition

Neither Employer nor CPL shall discriminate against any employee on the basis of race, color, religion, national origin, sex, disability, political affiliation or age.

Section 2. Employer's Responsibility

Employer shall not discriminate against, interfere with, restrain or coerce employees because of their lawful activities on behalf of CPL or because of their exercise of any rights granted by this Agreement by the Illinois Labor Relations Act (P.A. 83-1012).

Section 3. CPL Responsibility

CPL shall not restrain or coerce employees in the exercise of rights guaranteed by this Agreement, or by the Illinois Public Labor Relations Act (P.A. 83-1012).

Section 4. Equal Employment - Affirmative Action

The parties agree that both have a legal and moral obligation to comply with EEO and related affirmative action laws.

ARTICLE V

DUES DEDUCTIONS

Section 1. Deductions

Employer agrees to deduct CPL membership fees and assessments upon receipt of an appropriate written authorization in accordance with the law and procedures of the Comptroller.

Section 2. Fair Share Agreement

Pursuant to Section 3(g) of the Illinois Public Labor Relations Act effective July 1, 1984, the parties agree that effective July 1, 2000 if the unit has a majority of union members, as verified by the Comptroller's Office through the calculation of employees making dues deductions or other mutually agreed upon method of verification, non-union members in the unit shall be required to pay their proportionate share of the costs of the collective bargaining process, contract administration, and/or pursuing matters affecting wages, hours and other conditions of employment, but not to exceed the amount of dues uniformly required to members. Such proportionate share, once certified by the exclusive bargaining agent, shall be deducted from the employee's paycheck. Such fair share provision shall remain in effect for the duration of the labor agreement or until it can be demonstrated to the Employer that fewer than a majority of the employees are union members.

If the RC-110 CPL unit does not have a majority of employees as union members, the exclusive bargaining agent may request an election of the bargaining unit employees to determine whether or not a fair share provision shall be applied to non-union members. Such election shall be conducted by the Illinois State Department of Labor, or some other neutral third party upon which the parties can mutually agree. Such election shall be conducted by security mail ballot and any costs associated with the process shall be assumed by the exclusive representative. If it is determined by the normal and standardized balloting and election procedures established by the third party that a majority of bargaining unit employees who vote favor the fair share provision, such fair share provision, subject to the same conditions listed above, shall be implemented on the pay period following the certification of election results, and shall remain in effect for the duration of the labor agreement. If the majority of employees in the bargaining unit who vote do not favor the fair share provision, such provision shall not be implemented and the exclusive representative is precluded from requesting another election within one year of the certification of election results. If at any time during the agreement the exclusive bargaining representative, through certification of the Comptroller's Office or other mutually agreed upon method of verification, can show that a majority of the bargaining unit employees are union members, the fair share provision shall be implemented during the pay

period following such certification and shall remain in effect for the duration of the Agreement or until it can be demonstrated to the Employer that a majority of the employees in the bargaining unit are not union members.

Section 3. Remittance

Employer agrees to remit deductions made pursuant to Section 1 and Section 2 of this Article promptly to CPL at the address designated in writing to the Comptroller by CPL.

Section 4. Indemnification

The Union shall indemnify and hold the Employer harmless against any claim, demand, suit, or liability arising from any action taken by the Employer in complying with this Article.

ARTICLE VI

SENIORITY

Section 1. Definition

- A. Seniority shall for the purpose stated in this agreement, consist of an employee's length of continuous service as a sworn officer with the Department of Natural Resources Office of Law Enforcement (including its predecessor the Department of Conservation Division of Law Enforcement).
- B. Employees who have been employed by other agencies, boards, or commissions under the jurisdiction of the Governor shall be entitled to continuous service in accordance with Section 302.190 of the Personnel Rules.

Section 2. Seniority Ties

For new hires, a drawing will be held on the first day of employment among the affected employees to determine seniority order.

For employees covered by this agreement and hired before July 1, 2004, seniority shall be by drawing, the date to be determined by mutual agreement between the Employer and the Conservation Police Lodge.

Section 3. Information

Employer shall provide CPL with seniority dates for all bargaining unit employees within 30 days of the effective date of this Agreement. An employee who wishes to challenge his/her seniority date must do so within 15 days of the CPL's receipt of seniority dates by filing a grievance at Step 1 of the grievance procedure.

Section 4. Termination

Seniority shall be terminated when an employee:

- A. voluntarily resigns, provided that he/she is not reemployed within four (4) calendar days;
- B. is discharged, provided that should the employee be returned as a result of an appeal, his/her seniority shall be reinstated;
- C. fails to report to work upon recall as provided in Article XIV;
- D. is laid off for a period of two (2) years.

ARTICLE VII

HOURS OF WORK

Section 1. Limitation

This Article shall not be construed as a guarantee or limitation on the number of hours per day or days per week.

Section 2. Definition

The workweek is defined as a regularly reoccurring period of 168 hours consisting of 7 consecutive 24-hour periods. An employee's normal workweek shall consist of not more than 40 hours.

The normal work day is defined as eight consecutive hours.

Section 3. Work Schedules

The parties shall reduce to writing what current scheduling practices prevail with respect to the starting and quitting time, days off, shifts or rotations thereof. Thereinafter, where changes in permanent schedules affecting bargaining unit employees are made by Employer, the Employer shall notify CPL and upon timely request, negotiate with it concerning such changes. Disputes over such changes shall be subject to contractual grievance procedure. The Employer reserves the right to implement such schedule changes pending resolution of any grievance. The affected employee shall be notified five (5) days in advance of such change.

The Employer reserves the right to make temporary or seasonal work schedule changes without negotiation subject to reasonable advance notice.

Section 4. Rest Period

Employees with a fixed work-site shall be entitled to a non-cumulative 15 minute paid rest period at approximately midway during both the first and second half of the workday. Employees with a non-fixed worksite shall be entitled to a paid rest period not to exceed 15 minutes during both the first and second half of the workday where current practice so provides. Such rest periods shall be granted except during operational emergencies.

Employees scheduled to work a workweek of four consecutive workdays of relatively equal length shall receive two rest periods consisting of 20 minutes each.

Section 5. Meal Period

Employers agrees to grant a meal period of not less than 30 but not more than 60 consecutive minutes to employees with a fixed work site approximately midway during the workday. Employer shall grant a meal period of not less than 30 but not more than 60 consecutive minutes to employees with a non-fixed work site approximately midway in the workday

where current practice so provides. However this shall not preclude work schedules which provide for a paid meal period. Those employees who receive an unpaid meal period, and are required to work at their work assignments and are not relieved for such meal periods, shall have such time treated as hours worked for the purpose of computing overtime. Such meal periods as defined above shall be granted except in the case of an operational emergency.

Section 6. Scheduling of Overtime

Whenever possible, overtime shall be scheduled sufficiently in advance to allow available officers to fill available slots voluntarily.

When more than one eligible officer wishes to accept a single available slot and are unable to come to an agreement among themselves, supervisors will make the assignment.

When other considerations are approximately equal, in accordance with the provisions of this agreement, preference will be given to the officer with the greatest seniority.

Officers living within an hour's driving time of a given work location shall be considered as equally eligible for voluntary overtime assignment.

At the beginning of the fiscal year, a block of overtime money will be identified for regional operational overtime. The amount identified will be divided equally statewide. Individuals may request cash payment for approved overtime worked until this amount has been depleted. After that, overtime worked will be generally liquidated as compensatory time unless additional money is made available. This does not preclude the requirement that overtime be approved prior to working in accordance with past practices.

For mandatory overtime, a maximum work day of 12 hours will be assigned or approved except in extenuating circumstances such as disasters, search and rescue or other situation where the need for exceeding 12 hours can be articulated and justified.

In an effort to minimize the canceling of regular days off, when scheduling mandatory overtime for four hours or less, attempts will be made to assign personnel who are already working before assigning mandatory overtime or approving voluntary overtime on an officer's regular days off.

No specific overtime rotation formula will be required.

An assessment of statewide expenditures and individual requests for cash payment will be made in February followed by appropriate redistribution as necessary to assure that available funds are utilized to maximum benefit.

Section 7. 4-Day Workweek

When in the judgment of the affected agencies, efficiency and economy can best be served by doing so, the agency may institute a workweek of four consecutive workdays of relative equal length on selected operations. CPL will be notified and have the opportunity to discuss such change. Overtime shall be paid in accordance with Article IX, Section 1. Any sick leave, vacation, personal leave, holidays or other time taken off shall be earned or accumulated on the basis of the normal 8 hour workday.

Section 8. Holiday Scheduling

At the start of the calendar year, the Employer shall schedule a meeting of all employees for the purpose of scheduling holiday work. In the event that any employees are unable to attend, they may submit their written preferences in advance.

The Employer shall provide a list of all holidays to be worked with the number of employees to be assigned for each day.

Employees desiring to volunteer to work the holidays will be conducted first with the most senior employee in the District listing all holidays, which he/she volunteers to work. The next most senior employee in the District will then select all holidays he/she volunteers to work. This will continue until all employees in the District have indicated all holidays to be worked for the year, which is covered by voluntary selections.

The remaining holidays, if any, will be filled by involuntary assignment by reverse seniority. The assignment will begin with the Christmas holiday and work in reverse through the year's assignments. The employee with the least seniority, who is on a regular scheduled workday, will be assigned to work that holiday. Once an employee has been involuntarily assigned a holiday, their name shall move to the end of the rotation for the next assignment. This rotation will continue through until all assignments have been filled.

No employee may choose a holiday that falls on his/her regularly scheduled day off.

Nothing herein precludes the Employer from scheduling an employee to work a holiday that falls on his/her regularly scheduled day off.

ARTICLE VIII

RATES OF PAY

Section 1. Wage Schedule

Such negotiated rates are set forth in Appendix A and shall become the rates of pay applicable to such position classifications.

Section 2. Wage Increase

Pursuant to the terms set forth in Section 3, the salary scale for all the positions covered by this Agreement shall be increased 2.75% effective January 1, 2005.

The salary scale for all the positions covered by this Agreement shall be increased 2.0% effective July 1, 2005.

Pursuant to the terms set forth in Section 3, the salary scale for all the positions covered by this Agreement shall be increased by 3.75% effective January 1, 2006.

The salary scale for all the positions covered by this Agreement shall be increased by 3.0 % effective July 1, 2006.

The salary scale for all the positions covered by this Agreement shall be increased by 1.0% effective January 1, 2007.

The salary scale for all the positions covered by this Agreement shall be increased by 3.0% effective July 1, 2007. The salary scale of employees at longevity step 10 and above shall be increased by an additional 1.0%.

The salary scale for all the positions covered by this Agreement shall be increased by 3.0% effective January 1, 2008.

Section 3. Pension Contribution

Effective January 1, 1992, the Employer shall make the employee contribution to the appropriate Retirement System for all employees in an amount equal to the coordinated rate (4% for covered employees; 5.5% for covered employees in the alternative formula).

The employee contributions shall be treated for all purposes in the same manner and to the same extent as employee contributions made prior to January 1, 1992, consistent with Article 14 of the Illinois Pension Code.

Effective January 1, 2005, employees shall make half the employee contribution to the appropriate Retirement System in an amount equal to the coordinated rate (2% for covered employees; 2.75% for covered employees in the alternative formula).

Effective January 1, 2006, employees shall make the employee contribution to the appropriate Retirement System in an amount equal to the coordinated rate (4% for covered employees; 5.5% for covered employees in the alternative formula).

Section 4. Longevity Bonuses

Step 1 - 7

Effective January 1, 1991, employees shall receive a step increase to the next higher step upon satisfactory completion of twelve (12) months creditable service in such step and within such position classification, including successor title changes not involving pay grade changes.

Longevity Bonuses 9 - 25

Effective July 1, 2000, employees covered by this Agreement shall receive longevity bonuses, pursuant to Schedule A, at the beginning of 9, 10, 12.5, 14, 15, 17.5, 20, 21, 22.5, and 25 years of service.

Section 5. Promotion From CPO I to CPO II

Effective January 1, 1994, all employees beginning their fourteenth (14th) year of service as a Conservation Police Officer I, shall be considered for advancement to Conservation Police Officer II provided that their performance is considered satisfactory pursuant to their most recent evaluation and the employee has a qualifying grade on the promotional examination administered by Department of Central Management Services.

Section 6. Direct Deposit

Effective July 1, 2004 all paychecks for new hires shall be delivered via direct deposit. All current employees using direct deposit shall continue to receive paychecks via direct deposit.

ARTICLE IX

PREMIUM PAY

Section 1. Overtime

- A. Effective August 29, 1997, employees who are authorized and do work in excess of their normal work day and/or workweek shall receive time and one half overtime credit for such hours worked. No overtime credit shall be earned unless specifically authorized and/or directed by Employer. Overtime in less than 1/2 hour increments shall not accrue.
- B. Payment for such overtime credits shall be in compensatory time unless cash payment is available and the employee requests that he/she be paid cash in lieu of compensatory time.
- C. Beginning FY 96, the Department of Natural Resources shall seek adequate funding to allow for cash payment of overtime under this Section for a minimum of 75 hours per employee up to a maximum of 150 hours per employee. Employee requests for cash payment of overtime shall be subject to availability of those funds.
- D. The method of scheduling of compensatory time off and the amount of compensatory time an employee is allowed to accrue shall be subject to the supplemental negotiation process. Any such supplement agreement in order to become effective must be approved by the Department of Central Management Services.

Section 2. Holiday Pay

An employee who works a holiday may choose to receive double time, except for Christmas Day, Thanksgiving Day, and Labor Day, for which the compensation rate shall be double time and a half cash payment in lieu of having compensatory time off on a future date. For the purpose of overtime computation, holidays count as time worked, unless such holiday falls on the employee's regularly scheduled day off.

Section 3. Holidays

All employees shall have time off, with full salary payment on the following holidays or the day designated as such by the State:

- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day

Veterans' Day
Thanksgiving Day
Friday Following Thanksgiving Day
Christmas Day
General Election Day
(on which members of the House of Representatives are elected)

and any additional days proclaimed as holidays or non-working days by the Governor of the State of Illinois or by the President of the United States.

Section 4. Call-back

An employee called back to work by the Employer outside of his regularly scheduled shift or on his/her scheduled days off shall be compensated at the appropriate straight time or overtime rate for a minimum of two (2) hours of work. Payment shall be made pursuant to this Article.

Section 5. Stand-by

An employee who is directed by the Employer to be available for work within one hour shall be entitled to stand-by pay, and shall receive two (2) hours pay for any period of stand-by of twelve (12) hours or less, whether required to work or not.

ARTICLE X

GRIEVANCE PROCEDURE

Section 1. Definition

- A. A grievance is defined as any dispute or difference between Employer and CPL or any employee or group of employees covered by this Agreement with respect to the meaning, interpretation, or application of this Agreement or with respect to issues arising out of other circumstances or conditions of employment within the control of Employer.
- B. Grievances may be processed by an employee as provided herein, and by CPL on behalf of itself, on behalf of any employee or on behalf of a group of employees but must set forth the names or classifications of such group of employees on the grievance. The resolution of a group grievance shall be made applicable only to those employees listed as grievants or only to employees in the aggrieved classifications.
- C. Any grievance arising out of the interpretation and/or application of a provision contained within this Agreement shall be heard pursuant to the procedures established herein.

Section 2. Grievance Steps

- Step 1. Within ten (10) days of the incident giving rise to the grievance, or from the date the employee shall have become aware of the incident with the exercise of reasonable diligence, the grievant shall file a written grievance with the Regional Commander. Only one subject matter shall be covered in any one grievance. The grievance shall contain a clear and concise statement of the facts giving rise to the grievance, the issue involved, the relief sought and specific references to this Agreement when appropriate. Within five days of receipt of the grievance, the Regional Commander shall issue a written decision and serve a copy on the grievant and on CPL.
- Step 2. If dissatisfied with the Step 1 decision, the grievant or CPL may appeal to Step 2 within five days of receipt of the Step 1 decision or the date such decision was due, whichever is earlier, by filing a copy of the grievance with the Chief of Law Enforcement. Within five days of receipt of the grievance, the Chief of Law Enforcement shall issue a written decision and serve a copy on the grievant and on CPL.
- Step 3. If dissatisfied with the Step 2 decision, the CPL may appeal to Step 3 within five days of receipt of the Step 2 decision or the date such decision was

due, whichever is earliest, by filing a copy of the grievance with the agency head or the agency head's designee. The agency head, or his/her designee, shall schedule a meeting to discuss the grievance with the grievant and CPL. Such meeting shall be held within ten (10) days of receipt of the grievance. Within five days after such meeting, the agency head shall issue a written decision and serve a copy on the grievant and on CPL.

Step 4. If dissatisfied with the Step 3 decision, or if no decision is issued within the specified time limit, CPL may appeal to the Director by submitting a written notice of appeal with a copy of the grievance attached within ten (10) days after receipt of the Step 3 decision or the date such decision was due. Failure to file to Step 4 within the prescribed time limits, unless mutually agreed otherwise, shall result in the grievance being resolved pursuant to the Step 3 decision. Within ten (10) days after receipt of the Step 4 appeal the CMS Director, or his/her designee, the parties shall schedule a meeting to:

- a) Discuss and resolve the grievance; or
- b) Select an arbitrator to hear the grievance and establish, where possible, the hearing date.
- c) Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Employer or CPL shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or is such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The arbitrator shall only have authority to determine compliance or non-compliance with the provisions of this Agreement and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issues submitted, and shall have no authority to make a decision on any other issue not so submitted, and shall have no authority to make a decision on any other issue not so submitted to him. In the event the arbitrator finds a violation of

the terms of this Agreement, he shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law.

The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

The expenses and fees of the arbitrator and the cost of the hearing room shall be paid by the losing party. In cases of split decisions the arbitrator shall determine what portion each party shall be billed for expenses and fees.

Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of the Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made. In cases where a court reporter is used the cost of the court reporter's attendance and transcript shall be bourn by the party that requests the court reporter. However, in the event an arbitrator requests a copy of the record the costs of the court reporter's attendance and arbitrator's transcript shall be bourn equally. If both parties request copies of the record the entire cost of transcription shall be bourn equally by each party.

Section 3. Representation

Employees covered by this Agreement shall be represented only by CPL. Such representation shall be permitted at any and all steps of the procedure. Union Representatives shall be from the same Region as the employee requesting representation unless the Region does not have a Representative, the regional Representative is unavailable, or unless mutually agreed otherwise.

In any case where an employee represents himself/herself, the final level through which the grievance may be processed by the employee shall be at Step 2.

Section 4. Time Limits

- A. Grievances may be withdrawn at any step of the procedure without prejudice. Grievances not appealed within the designated time limits shall be treated as withdrawn. Failure of Employer to respond within the designated time limits at any step of the grievance procedure shall permit CPL, and where provided, the employee, to process the grievance to the next step within the designated time limits.
- B. The time limits at any step may be extended by agreement of the parties involved at that step.
- C. Grievances concerning suspensions or layoffs shall be initiated at Step 3 of the grievance procedure.
- D. Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure may by mutual agreement be filed at the appropriate step where the action giving rise to the grievance was initiated.

Mutual agreement shall take place between the appropriate CPL representative and the proper Employer representative at the step where it is desired to initiate the grievance.

Section 5. Time Off

- A. The grievant and/or a CPL steward shall be permitted reasonable time without loss of pay during their normal working hours to process a grievance. No employee or CPL steward shall leave his/her work to process a grievance without first notifying and receiving authorization from his/her supervisor, which authorizations shall not unreasonably be withheld. Such leave shall not interfere with the operating needs of the agency. Such reasonable time off shall not exceed 8 hours in any one day, unless a delay was created by the Employer. Where by mutual agreement, the date of any hearing or meeting between the Employer and the grievant is scheduled on an grievant's day off, the grievant shall receive straight time credit for all such hours up to a maximum of 8 hours per work day, but such credit shall not exceed the actual hours expended.
- B. Employer shall not be responsible for any subsistence expenses incurred by grievants or CPL steward in the processing of grievances.
- C. Witnesses who have been subpoenaed and who are State employees and whose testimony is pertinent to the grievance presentation will be permitted reasonable time off without loss of pay to attend grievance or arbitration hearings.

Section 6. Number of Grievances

By mutual agreement of CPL and Employer, more than one grievance may be scheduled at any step of the grievance procedure.

Section 7. Stewards and Jurisdictions

CPL shall designate up to 7 stewards, in addition to CPL staff, who are bargaining unit members who are authorized to represent employees. CPL shall designate the jurisdictional area for each steward. Each jurisdictional area shall be limited to a reasonable area to minimize the loss of work time and travel, giving consideration for the geographic area, shifts, units and where the number of employees in such units are too minimal to warrant designation of a steward.

CPL shall provide to Employer a written list of stewards and their respective jurisdictional areas within a reasonable period of time after the effective date of this Agreement. Any changes thereto shall be forwarded to Employer by CPL as soon as possible after changes are made.

Section 8. Civil Service Commission Jurisdiction

The parties recognize that the Civil Service Commission has sole jurisdiction and authority to hear appeals relating to demotion, geographical transfer, or position classification/allocation.

Discharges and suspensions in excess of thirty (30) days within a twelve month period shall be either arbitrated through the grievance procedure or appealed to the Civil Service Commission.

ARTICLE XI

DISCIPLINE

Section 1. Definition

Disciplinary action shall include the following:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension
- D. Discharge

Discipline may be imposed upon an employee only for just cause. Employer agrees with the tenets of corrective and progressive discipline.

Notations of oral reprimands may be placed in the employee's personnel file. Copies of that notation shall be given to the employee. An employee shall not be demoted for disciplinary reasons, nor shall any employee be transferred for disciplinary reasons.

Section 2. Suspension Pending Discharge

Employer may suspend an employee without pay up to 30 days pending a decision on discharge of the employee.

Section 3. Pre-Disciplinary Meeting

Prior to notifying the employee of the measure of discipline to be imposed, Employer shall notify CPL and the employee. Employer shall afford a reasonable opportunity for a meeting with the employee involved and, if requested by the employee, CPL, for the purposes of providing all relevant documentation, contemplated measures of discipline, if possible, and names of witnesses relating to the facts of the charge; and to permit the employee to rebut the charges, if the employee so desires. If the employee does not request union representation, a union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings. Employer shall provide at least 48 hours advance notice, unless mutually agreed otherwise, of such meeting to be held at a mutually agreeable time.

Predisciplinary meetings shall not be held in cases of oral reprimands.

Section 4. Notice

In the event written disciplinary action is taken against an employee, Employer shall promptly furnish employee and CPL with a clear and concise copy of the statement of facts giving rise to the discipline and the measure of discipline intended. The measure of discipline intended may not be increased as it relates to the statement of facts once the statement has been served.

Employer shall notify the employee and CPL of the discipline imposed, within 45 days after completion of the pre-disciplinary meeting. No discipline shall be imposed if the Employer fails to notify the Employee and CPL within 45 days of the pre-disciplinary meeting.

Section 5. Investigatory Interview

An employee shall be entitled to the presence of a steward and/or CPL staff at an investigatory interview if she/he requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against her/him

Section 6. Removal of Discipline

By written request of the employee, any discipline imposed except suspensions and/or discharges shall be removed from an employee's record if, from the date of the last reprimand or discipline, two (2) years pass without the employee receiving any additional discipline. Suspensions of three (3) days or less shall be removed from an employees record if, from the date of the last discipline, five (5) years pass without the employee receiving any additional discipline. Such removal shall be at the request of the employee but in any case shall not be used against the employee.

Section 7. Administrative Reassignment

The Employer may reassign an employee during the course of an investigation. Administrative reassignment shall not change an employee's region of assignment or use of scheduled benefit time.

ARTICLE XII

LEAVES OF ABSENCE OTHER THAN SICK LEAVE AND ILLNESS AND INJURY LEAVE

Section 1. Leave for Personal Business

All employees, excepting those in emergency, per diem or temporary status, shall be permitted three (3) personal business days off each calendar year with pay. Such personal days may be used for occurrences as observances of religious holidays, Christmas shopping, absence due to severe weather conditions, or for other similar personal reasons, but shall not be used to extend a holiday or annual leave except as permitted in advance by the operating agency through prior written approval. Employees entitled to receive such leave who enter service during the year shall be given credit for such leave at the rate of 1/2 day for each two (2) months service for the calendar year in which hired. Such personal leave may not be used in increments of less than 2 hours at a time. Except for those emergency situations which preclude the making of prior arrangements, such days off shall be scheduled sufficiently in advance to be consistent with operating needs of the Employer.

Personal leave shall not accumulate from calendar year to calendar year; nor shall any employee be entitled to payment for unused personal leave upon separation from the service except as provided by law and/or Personnel Rule.

Section 2. Leaves of Absence Without Pay

Unless otherwise provided in the Personnel rules and with the prior approval of the Director, an agency may grant leaves of absence without pay to employees for periods not to exceed six (6) months, and such leaves may be extended for good cause by the operating agency for additional six (6) month periods with the Director's approval.

Any employee, except an employee in a position or program financed in whole or in part by loans or grants made by the United States or any Federal agency, who is elected to State office, shall, upon request, be granted a leave of absence for the duration of the elected terms.

No emergency or temporary employee shall be granted leave of absence.

Section 3. Disability Leave

- A. An employee who is unable to perform a substantial portion of his/her regularly assigned duties due to temporary physical or mental disability shall upon request be granted a leave for the duration of such disability.
- B. In granting such leave or use of sick leave provided in Personnel Rule 303.90, the agency shall apply the following standards:

1. A substantial portion of regularly assigned duties shall be those duties or responsibilities normally performed by the employee which constitute a significant portion of the employee's time or which constitute the differentiating factors which identify that particular position from other positions, provided the balance of duties can be reassigned by the agency;
2. A request for disability leave shall be in writing except when the agency is advised by other appropriate means of the employee's disability in which event the employee's signature is not required;
3. Except for service-connected disability as provided in Personnel Rule 303.135, the employee shall have exhausted available sick leave provided under Personnel Rule 303.90 prior to being granted a disability leave; an employee may use other accrued paid time for this purpose but is not required to do so;
4. During a disability leave, the disabled employee shall provide written verification by a person licensed under the "Medical Practices Act" (Ill. Rev. Stat. 1981, ch. 111, pars. 4401 et seq.) or under similar laws of Illinois or of other states or countries or by an individual authorized by a recognized religious denomination to treat by prayer or spiritual means; such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every 30 days during a period of disability, unless the nature of the disability precludes the need for such frequency of verification;
5. As soon as an employee becomes aware of an impending period of disability, he/she shall notify the appropriate supervisor of such disability and provide a written statement by the attending physician of the approximate date the employee will be unable to perform his/her regularly assigned duties.
6. If the agency has reason to believe that the employee is able or unable to perform a substantial portion of his/her regularly assigned duties, it may seek and rely upon the decision of an impartial physician chosen by agreement of the parties or in the absence of such agreement upon the decision of an impartial physician who is not a State employee and who is selected by the Director.

- C. Failure of an employee to provide verification of continued disability upon reasonable request shall on due notice cause termination of such leave.
- D. An employee's disability leave shall terminate when said employee is no longer temporarily disabled from performing his/her regularly assigned duties.
 - 1. An employee is no longer temporarily disabled when he/she is able to perform his/her regularly assigned duties upon advice or the appropriate authority or, in the absence of such authority, the attending physician.
 - 2. An employee is no longer temporarily disabled when he/she is found to be permanently disabled and unable to perform a substantial or significant portion of his/her regularly assigned duties by the appropriate authority, or in the absence of such authority, by the attending physician.
 - 3. In determining whether to approve a requested discharge of an employee for failure to return from a disability leave or for physical inability to perform the duties of a position, the Director may seek and rely upon the advice of the State Employees' Retirement System or other appropriate authority, including an impartial physician selected in accordance with Personnel Rule 303.145 B. (See B 6 above)
- E.
 - 1. An employee who returns from a disability leave of six (6) months or less shall be returned by the agency to the same or similar position in the same classification in which the employee was incumbent at the time the leave commenced.
 - 2. An employee who returns from a disability leave exceeding six (6) months and there is no vacant position available in the same classification held by the employee at the commencement of such leave may be laid off in accordance with the Personnel Rules on Voluntary Reduction and Layoff, unless such leave resulted from service-connected disability, in which case the employee shall be returned to employment as in E 1 above.

Section 4. Employee Rights After Leave

When an employee returns from a leave of absence of six (6) months or less, the agency shall return the employee to the same or similar position in the same classification in which the employee was incumbent prior to commencement of such leave. Except for those leaves granted under Personnel Rules 303.155 and 303.160, when an employee returns from a leave or leaves exceeding six (6) months and there is no vacant position available to him/her in the same classification in which the employee was incumbent to such

leave or leaves commencing, the employee may be laid off in accordance with the Personnel Rules on voluntary reduction and layoffs.

Section 5. Failure to Return

Failure to return from leave within five (5) days after the expiration date may be cause for discharge.

Section 6. Leave to Take Exempt Position

The Director may approve leaves of absence for certified employees who accept appointment in a position which is exempt from Jurisdiction B of the Personnel Code. Such leaves of absence may be for a period of one year or less and may be extended for additional one year periods. At the expiration thereof, an employee shall be restored to the same or similar position upon making application to the employing agency with continuous service including the period of such leave.

Section 7. Military and Peace Corps Leave

Leaves of absence shall be allowed employees who enter military service or the Peace or Job Corps as provided in Personnel Rules 302.220 and 302.250 and as may be required by law.

Section 8. Military Reserve Training and Emergency Call-Up Pay Policy

- A. Any full-time employee who is a member of a reserve component of the Armed Services, the Illinois National Guard or the Illinois Naval Militia, shall be allowed annual leave with pay for one full pay period and such additions or extensions to fulfill the military reserve obligation. Such leaves will be granted without loss of seniority or other accrued benefits.
- B. In the case of an emergency call-up (or order to State active duty) by the Governor, the leave shall be granted for the duration of said emergency with pay and without loss of seniority or other accrued benefits. Military earning for the emergency call-up paid under the Illinois Military Code must be submitted and assigned to the employing agency, and the employing agency shall return it to the payroll fund from which the employee's payroll check was drawn. If military pay exceeds the employee's earnings for the period, the employing agency shall return the difference to the employee.
- C. To be eligible for military reserve leave or emergency call-up pay, the employee must provide the employing agency with a certificate from the commanding officer of his/her unit that the leave taken was for either such purpose.

- D. Any full-time employee who is a member of any reserve component of the United States Armed Forces or any reserve component of the Illinois State Militia shall be granted leave from state employment for any period actively spent in such military service including basic training and special or advanced training, whether or not within the State, and whether or not voluntary.
- E. During such basic training and up to 60 days if special or advance training, if such employee's compensation for military activities is less than his/her compensation as a State employee, he shall receive his regular compensation as a State employee minus the amount of his base pay for military activities. During such training, the employee's seniority and other benefits shall continue to accrue.

Section 9. Leave for Military Physical Examinations

Any permanent employee drafted into military service shall be allowed up to three (3) days leave with pay to take a physical examination required by such draft. Upon request, the employee must provide the employing agency with certification by a responsible authority that the period of leave was actually used for such purpose.

Section 10. Attendance in Court

Any permanent employee called for jury duty or subpoenaed by any legislative, judicial, or administrative tribunal, shall be allowed time away from work without loss of pay during his/her working hours for such purposes, for work related appearances. An employee subpoenaed by any legislative, judicial, or administrative tribunal for non-work related personal litigation shall be granted benefit time if such time is available and consistent with operational needs. If benefit time is not available, the employee shall be granted an unpaid leave. Upon receiving the sum paid for jury service or witness fee, the employee shall submit the warrant, or its equivalent, to the agency to be returned to the fund in the State Treasury from which the original payroll warrant was drawn. Provided, however, an employee may elect to fulfill such call or subpoena on accrued time off and personal leave and retain the full amount received for such service.

Section 11. Effect of Department of Central Management Services Personnel Rules

The Department of Central Management Services Personnel Rules govern the substantive content of this Article, and any amendments to said Rules are immediately incorporated as additions and/or amendments to this Article.

Section 12. Maternity/Paternity Leave

All female bargaining unit members who show proof that they have received prenatal care in the first 20 weeks will be eligible for four (4) weeks (20 work days) paid maternity leave. Such proof shall be provided to the Employer no later than the 24th week of pregnancy. All male bargaining unit members who show proof that their spouses have received prenatal care in the first twenty weeks, with notification to the Employer within 24 weeks, will be eligible for three (3) weeks (15 work days) of paid paternity leave. The State shall require proof of the birth and marriage for a non-covered spouse. Maternity and/or paternity leave shall be limited to one (1) leave per family for each birth.

All bargaining unit members are eligible for three (3) weeks (15 days) of paid leave with a new adoption, with the leave to commence when physical custody of the child has been granted to the member, provided that the member can show that the formal adoption process is underway. The agency personnel office must be notified, and the member must submit proof that the adoption has been initiated. Adoption leave shall be limited to one (1) leave per family per year.

Section 13. Union Leave

Section 13.1 Attendance at Lodge Meetings

Subject to operational needs, the Employer agrees that elected officials and members of the Board of Directors of the Lodge may be permitted reasonable time off without pay to attend general, board or special meetings of the Lodge, provided that at least forty-eight (48) hours notice of such meetings shall be given in writing to the Employer, and provided further that the names of such officials and officers shall be certified in writing to the Employer.

Section 13.2 Attendance at State and National Conferences

Subject to operational needs, a reasonable number of appointed or elected delegates may be permitted to attend state and national conferences of the CPL and its affiliated organizations, including the PB&PA of Illinois, and the National Association of Police Organizations. Accrued paid time off may be used for such absence.

ARTICLE XIII

SICK LEAVE AND ILLNESS AND INJURY LEAVE

Section 1. Sick Leave

All employees, excepting those in emergency, intermittent, per diem or temporary status, unless such status is the result of accepting a non-permanent working assignment in another class, shall accumulate paid sick leave at the rate of one day for each month's service during their current period of continuous service. Sick leave may be used for illness, disability, or injury of the employee, appointments with doctor, dentists, or other professional medical practitioner, and for not more than 30 days in one calendar year in the event of serious illness, disability, injury, or death of a member of an employee's immediate family or household. For purposes of definition, the "immediate family or household" shall be husband, wife, mother, father, brother, sister, children or any relative or person living in the employee's household from whom the employee has custodial responsibility or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed. Such days may be used in increments of no less than 1 hour at a time. Evidence of illness, including doctor's statement, may be required where Employer may have reason to believe that such leave days were not used for the purpose herein set forth. For periods of absence for more than ten (10) consecutive workdays the employee shall provide verification for such absence in accordance with the provisions of Personnel Rule 303.145. Sick leave may also be used in the event of death of grand relations and parent and child-in-laws. Visit of two days per year to a veterans hospital for examination needed because of military service-connected disability shall be in pay status without charge to sick leave.

An employee who is in pay status for a minimum of 1040 hours in a calendar year, shall be awarded one additional personal day on January 1st of each calendar year, if no sick time was used in the preceding twelve (12) month period, beginning on January 1st and ending on December 31st. Such additional personal day shall be liquidated in accordance with Article XII, Section 1. Overtime hours paid do not count towards the minimum hours above.

Section 2. Accumulation of Sick Leave

Employees shall be allowed to carry over from year to year of continuous service any unused sick leave allowed under this provision and shall retain any unused sick leave or emergency absence leave accumulated prior to the effective date of this Agreement.

Section 3. Advancement of Sick Leave

An employee with more than two (2) years continuous service, whose personnel records warrant it, may be advanced sick leave with pay for not more than ten (10) working days upon

written approval of the operating agency and the Director. Such advances will be charged against sick leave accumulated in subsequent service.

Section 4. Illness or Injury Leave

Employees who have utilized all their accumulated sick leave days and are unable to report to or back to work because of their sickness or injury shall receive an Illness or Injury Leave without pay and may receive additional extension(s) of such leave. Prior to application for such leave or extension thereof the employee shall inform Employer that such condition exists, or advise Employer that such condition is continuing before the expiration of their original leave or an extension thereof and if so requested, take a physical examination given by employer's physician if there is a doubt as to the employee's illness. The employee shall report back to work as soon as physically able. If there is a difference of opinion between employer's physician and the employee's physician as to his/her illness or ability to return to work, Employer may request an examination by another physician (who is not employed by the State). Such examination shall be paid for by Employer.

Section 5. Proof of Illness or Injury Status

The Employer may place an employee on proof of illness or injury status by notifying the employee and CPL that future use of sick time must be substantiated. In said notice, the Employer will state its reasons for placing the employee on proof status and will specify the type of substantiation required. The Employer shall specify any specific information it requires in the substantiation and the length of proof status. The employee or CPL may grieve being placed on proof status pursuant to the procedures of Article X. If an employee on proof status fails to provide a medical statement which verifies he/she was seen by a medical practitioner on the date in question, the employee will not be allowed to use accumulated sick leave and may be subject to docking and/or discipline.

If the employer demands an additional form of proof different from that which is furnished and involves cost to the employee the employer shall pay the cost of such professional charges, when such verifies the employee was not abusing sick leave.

Section 6. Effect of Department of Central Management Services Personnel Rules

The Department of Central Management Services Personnel Rules govern the substantive content of this Article, and any amendments to said rules are immediately incorporated as additions and/or deletions to this Article.

Section 7. Payment in Lieu of Sick Leave

Upon termination of employment for any reason, an employee or the employee's estate is entitled to be paid for unused sick leave pursuant to Public Act 90-65.

ARTICLE XIV

LAYOFF

Section 1. Application of Layoff

CPL recognizes the right of Employer to layoff employees for reasons of lack of funds or work, abolition of a position, or material change in duties or organization. Layoffs shall be in accordance with the procedure set forth in this Article except that it shall not apply to temporary emergency shutdown where all affected employees are able to be recalled nor shall it apply in the event of temporary layoff pursuant to Section 6 of this Article.

Section 2. General Layoff Procedure

- A. Layoffs shall be by appropriate organizational unit in the bargaining unit. Organizational unit is defined as follows:

Within the Office of Law Enforcement the organizational unit for layoff purposes shall be the employees Region.

- B. Employee within the appropriate layoff unit shall be laid off in inverse order of seniority except that Employer may layoff out of seniority to comply with EEO and related affirmative action laws. For the purposes of layoff, seniority shall prevail unless a less senior employee has demonstrably superior skill and ability to perform the work required in the position classification. The parties shall meet to discuss such compliance with EEO and related affirmative action laws.

Section 3. Notice of Layoff

In the event that the Employer becomes aware of an impending reduction in the work force due to layoff, it will notify CPL as soon as practicable.

Section 4. Transfer on Layoff

An employee who is scheduled for layoff shall be offered available permanent vacancies in the same position classification on a state wide basis. Refusal to accept such offer will not impair the employee's rights to recall.

Section 5. Recall

When staffing is increased, the Employer shall recall laid off employees to such position classification, in accordance with Article VI, Section 1.

An employee laid off from work shall retain and accumulate seniority and continuous service during such layoff not to exceed two (2) years. A laid off employee who fails to respond within ten (10) workdays of the recall, or upon

acceptance fails to be available for work within the time agreed to by Employer, which shall not be less than five (5) calendar days, shall forfeit all recall rights.

If an employee is recalled and is unavailable to accept the position due to documented medical reasons, the agency may bypass the employee and the employee shall remain on the recall list.

Employee's right to recall shall exist for a period of two (2) years from the effective date of layoff.

Section 6. Temporary Layoff

The above provisions do not apply in the event of layoff pursuant to Personnel Rule 302.510 which allows the Employer to temporarily layoff any employee for not more than five scheduled workdays in any 12-month period as a result of or for lack of work or funds.

ARTICLE XV

VACATIONS

Section 1. Amounts

Employees shall earn vacation time. No employee on leave of absence may earn vacation except when the leave was for the purpose of accepting a temporary working assignment in another classification.

Eligible employees shall earn vacation time in accordance with the following schedule:

- a) From the date of hire until the completion of five (5) years of continuous service: ten (10) workdays per year.
- b) From the completion of five (5) years continuous service until the completion of nine (9) years of continuous service: fifteen (15) workdays per year.
- c) From the completion of nine (9) years of continuous service until the completion of fourteen (14) years of continuous service: seventeen (17) workdays per year.
- d) From the completion of fourteen (14) years of continuous service until the completion of nineteen (19) years of continuous service: twenty (20) workdays per year.
- e) From the completion of nineteen (19) years of continuous service until the completion of twenty-five (25) years of continuous service: twenty-two (22) workdays per year.
- f) From the completion of twenty-five (25) years of continuous service: twenty-five (25) workdays per year.

Section 2. Vacation Time

Vacation time may be taken in one (1) hour increments at a time. Vacation time shall not be accumulated for more than 24 months after the end of the calendar year in which it is earned. Vacation time earned shall be computed in workdays.

Section 3. Interrupted Service

Computation of vacation time of state employees who have interrupted continuous state service shall be determined as though all previous state service which qualified for earning of vacation benefits is continuous with present service. The rule provided in this paragraph applies to vacation time earned on or after October 1, 1972.

Section 4. Vacation Scheduling

Vacation must be scheduled so that it may be taken no later than 24 months after the expiration of the calendar year in which such vacation was earned. If the employee does not request and take accrued vacation within such 24 month period, vacation earned during such calendar year shall be lost. Employer, unless emergency needs dictate otherwise, shall not change an employee's vacation once it has been approved, without the employee's written authorization.

Section 5. Vacation Payment

If because of operating needs Employer cannot grant an employee's request for vacation time within the 24 month period after the expiration of the calendar year such time was earned, such vacation time shall be liquidated in cash at straight time provided the employee has made at least three (3) separate requests, with at least 15 days between each request, for such time within the calendar year preceding liquidation.

No salary payment shall be made in lieu of vacation earned but not taken except as provided in this Section and on termination of employment for eligible employees with at least six (6) months of continuous service in which case the effective date of termination shall not be extended by the number of days represented by said salary payment.

Section 6. Vacation Action

During the period of January 1 through January 31 of each year, officers may submit in writing to the Employer, their preferences for vacation periods for that calendar year. An officer may submit requests for up to three (3) blocks of vacation time during this period. A block of vacation time is defined as a specific block of time, uninterrupted by workdays, and may include the officer's entire available earned vacation time. In establishing vacation schedules, the Employer shall consider both the officer's preference and the operating needs of the Employer. Where the Employer, based on operational needs, is unable to grant and schedule the vacation preference for all officers within a work location, but is able to grant some of such (one or more) vacation preferences, such approval shall be done on basis of seniority as defined in Article VI. Subject to Employer's operating needs, all other vacation requests shall be scheduled in the order of request.

The Employer shall approve or disapprove vacation requests within ten (10) working days after receipt of an employee's request, except those requests submitted between January 1 and January 31 shall be considered as a whole and acted upon by February 15 of that year.

ARTICLE XVI

TEMPORARY ASSIGNMENT

Employer may temporarily assign an employee to perform the duties of another position classification. To be eligible for temporary assignment pay, the employee must:

- A. Be assigned, by Employer, to assume the duties and responsibilities of a different position classification.
- B. Perform a preponderance of duties and responsibilities which distinguish the position.
- C. Perform duties and responsibilities not provided for in their regular position classification.

An employee temporarily assigned to the duties of a position classification in an equal or lower pay grade than his/her permanent position classification shall be paid his/her permanent position classification rate. If the employee is temporarily assigned to a position classification having a higher pay grade than his/her permanent position classification, the employee shall be paid as if he/she had received a promotion into such higher pay grade.

Employer agrees to pay the employee the higher rate as set forth above for the full time of such assignment. For the purpose of calculation, any temporary assignment of less than one-half day shall be counted as one-half day and any temporary assignment of more than one-half day but less than a full day shall be considered one full day. No employee shall be required to work in a temporary position in excess of six (6) months per calendar year.

When the Employer makes a temporary assignment, it will give notice to the employee of the anticipated length of the assignment and extensions thereof. An employee's refusal to take a temporary assignment to a higher level position outside the bargaining unit which assignment is anticipated to last more than two months will not subject the employee to discipline.

ARTICLE XVII

WORK RULES

Section 1. Definition

Work rules are those rules promulgated by Employer which regulate the personal conduct of the employee as it affects his/her employment. Such work rules shall be reasonable and shall not conflict with any provisions of this Agreement.

Section 2. Notice

Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to CPL and the employees at least ten (10) workdays prior to the effective date of the rule.

Section 3. Work Rules

Newly established procedural work rules, orders or changes and/or amendments to existing rules or orders are subject to discussions pursuant to Article XXIII (Labor Management Meetings).

ARTICLE XVIII

CLOTHING AND EQUIPMENT

Employer shall provide any special clothing, office supplies, and/or equipment, or the equivalent by reimbursement, which is required by Employer and/or is determined by Employer as being necessary for such employees to perform their work. Employer shall pay for the maintenance of all clothing and equipment determined by the Employer as being necessary.

Present practices shall continue and shall be subject to agency-level local supplementary negotiations.

ARTICLE XIX

FILLING OF VACANCIES

Section 1. Policy

Employer recognizes the operational value of internally promoting qualified employees, and will strive to provide career progression subject to the operating needs of the agency. Qualified employees shall be considered for such bargaining unit vacancies for which they apply prior to the employer using other such means available to fill such vacancies. However, Employer reserves the right to use at its discretion other means available as provided in the Personnel Rules for filling vacancies, subject to the provisions of this Agreement.

Section 2. Posting

Permanent vacancies shall not be filled pursuant to this Article until the position has been posted for ten (10) days by a mailing posting to affected employees. Such posting shall include job description, training and experience requirements, pay, and related information. Any bargaining unit employee may bid on a position, however, they must be deemed qualified and eligible to be considered for selection. An employee on a leave of absence at the time of the posting is not considered eligible.

Section 3. Order of Selection

Permanent vacancies shall be filled in the following order of priority:

1. Recall
2. Transfer by seniority within the district
3. Transfer among all other bargaining unit employees by seniority

Section 4. Selection

Selection shall be made on the basis of seniority from among employees within categories as listed in Section 3 of this Article, unless a less senior employee within such category has demonstrably superior skill and ability to perform the work required in the position classification. Employer reserves the right to administer appropriate examinations.

Section 5. Class Progression

Upon eligibility, employees shall be promoted to the next higher position classification within the classification series according to the following time limits:

Conservation Police Officer Trainee to Conservation Police Officer I- After completion of minimum of 12 months and not to exceed maximum of 18 months of service.

Conservation Police Officer I to Conservation Police Officer II- After completion of 13 years of service as a Conservation Police Officer I.

To be eligible for promotion as outlined above, an employee must possess a qualifying promotional grade of "A" and have satisfactory performance evaluations.

ARTICLE XX

GEOGRAPHICAL TRANSFER

In the event of a geographical transfer under Personnel Rule 302.430 is required, seniority as defined in Article VI shall govern, the most senior employee being given first preference. If no employee wishes to accept such transfer, the least senior employee the effected position classification shall be required to take such transfer. An employee shall be reimbursed for all reasonable transportation and moving expenses incurred in moving to a new location because of an involuntary permanent geographical transfer.

ARTICLE XXI

LEGISLATED BENEFITS

During the term of this Agreement, Employer shall continue in effect and employees shall enjoy the benefits, rights and obligations of (a) the group insurance health and life plan applicable to all Illinois State employees pursuant to the provisions of the State Employees Group Insurance Act of 1971 (P.A. 77-476) as amended or superseded; and (b) the retirement program provided in the Illinois Pension Code, Illinois Revised Statutes, Chapter 108 1/2, as amended or superseded.

ARTICLE XXII

POSITION CLASSIFICATION

The Employer may, subject to the provisions of Article XVI, Temporary Assignment, temporarily assign an employee to perform the duties of another position classification. When the time limits set forth in Article XVI expire, the Employer may terminate the duties or establish a new position at the appropriate classification.

In cases when the new position is established at an equal rated or higher classification than that of the temporarily assigned employee, the position is declared vacant, and it shall be posted subject to the provisions of Article XIX, Filling of Vacancies. If the employee who has been temporarily assigned is not selected for the posted vacancy, the employee shall have the right to be placed in a vacant position equal to his/her current classification, if the employee meets the minimum training and experience requirements of the position including bona fide skills, if any, required for the position pursuant to this Agreement. If no such vacancy exists within the employee's official organizational unit, the employee shall displace the least senior employee in his/her classification within such unit and the least senior employee shall be subject to the provisions of Article XIV, Layoff. If the temporarily assigned employee is the least senior within the employee's classification, the employee shall be subject to the provisions of Article XIV, Layoff.

If the employee who has been temporarily assigned is selected for the posted vacancy, the employee shall have his/her creditable service date adjusted to reflect the first date on which he/she was temporarily assigned without interruption.

In cases when the new position is established at a classification lower than that of the temporarily assigned employee, the least senior employee in the same classification as the temporarily assigned employee within the official organizational unit shall be assigned to the lower level position, and the temporarily assigned employee shall be transferred to the least senior employee's former position, if there are not sufficient vacancies in the employee's original classification.

In all cases when the employee is moving to an equal or lower level position, such actions shall not be subject to the provisions of Article XIX, Filling of Vacancies. Should the employee elect not to accept any of these options or none of the options exist, the employee shall be laid off, subject to the provisions of Article XIV, Layoff. When an employee is placed in a lower level position, the employee's rate of pay in the original position shall be frozen for 12 months from the effective date of the placement in the lower level position.

The above conditions do not apply to the implementation of classification studies

ARTICLE XXIII

LABOR MANAGEMENT MEETINGS

Section 1. General

Employer shall meet with CPL representatives and/or staff in labor management meetings on a monthly basis, unless mutually agreed otherwise. Items to be included on the agenda for the aforementioned labor management meetings are to be submitted to the respective parties at least five (5) days in advance of the scheduled dates of the meeting if at all possible. Unless mutually agreed otherwise, the purpose of such meeting shall be restricted to:

- A. Discussion of the administration of this Agreement.
- B. Dissemination of general information of interest to the parties.
- C. Providing an opportunity to express various views and to make suggestions on subjects of interest to employees of the bargaining unit.
- D. Discussing with CPL changes in non-bargaining conditions of employment contemplated by management which may adversely affect the employees in the bargaining unit, including, but not limited to, the discontinuation of the use of state vehicles by bargaining unit employees.
- E. Satisfying the negotiation obligations of both parties as provided in specific provisions of this Agreement.

Section 2. Statewide Meetings

Statewide meetings between Employer and CPL shall be conducted on an as needed basis. Up to ten (10) bargaining unit members may attend such statewide meetings without loss of pay for their normal work hours. Such attendance at the statewide meetings shall not be unreasonable denied, but shall not interfere with agency operations. Proposed agendas shall be exchanged between the parties at least two (2) weeks prior to the date of the statewide meeting. Travel expenses associated with these meetings shall be the responsibility of the employee.

ARTICLE XXIV

CPL RIGHTS

Section 1. Access to State Premises by CPL

Employer agrees that CPL staff shall have reasonable access to the premises of Employer, giving notice upon arrival to the appropriate Employer representative. Such visitations shall be for the reason of the administration of this Agreement. CPL agrees that such visitations shall not unduly interfere with the operations requirements of Employer. Employer reserves the right to designate a meeting place or to provide a representative to accompany a staff representative where security requirements exist.

Section 2. Information Provided to CPL

At least once each month Employer shall notify CPL in writing of the following personnel transactions involving bargaining unit employees within the agency: new hires, promotions, demotions, layoffs, reemployments, transfers, leaves, returns from leaves, superior performance increases, suspensions, discharges, reallocations, terminations, and continuous service rosters of bargaining unit employees.

Section 3. Non-Preferential Treatment

Those employees designated as Stewards and/or CPL representatives shall not receive preferential treatment with respect to shift, workload or job assignments. Employer agrees, however, that such employees shall be reassigned because of operational needs only and not because of legitimate CPL activity.

Section 4. Leaves to Attend CPL Meetings

Employer shall grant a reasonable number of employees leave without pay for a maximum of three (3) days per employee per calendar year for the purposes of discussing the administration of this Agreement. CPL shall provide written notice to Employer at least 15 days prior to the meeting date. Employer shall not unreasonably deny an employee's request for such leave and such leave shall not substantially interfere with the operating needs of Employer.

Section 5. Leaves to Conduct CPL Business

Employer shall grant requests for leaves of absence without pay for not more than two (2) bargaining unit employees at any one time, but not more than one employee from a Region for the purpose of service as CPL representatives or officers with a State or National organization, up to a maximum of six (6) months, provided adequate notice is afforded Employer and granting such leave will not substantially interfere with employer's operations. The length of such leave may be increased by mutual agreement of the parties. Continuous service shall be retained and

accumulated for a maximum of one year and the employee, continuous service permitting, can return to his/her position classification at the termination of leave.

Section 6. CPL Agent of Record

Unless CPL has given written instructions to the contrary, all documents, notices, etc., concerning this Agreement are to be mailed to: Conservation Police Lodge, 17 Woodland Lakes, Petersburg, IL 62675.

ARTICLE XXV

PERSONNEL FILES

Section 1. Number and Type

Only one personnel file will be maintained at the Region Office for each employee and the agency shall have the right to maintain a copy at its central office. The Department of Central Management Services shall keep and maintain an official personnel file. Working files may be kept by supervisors for employees, and such files shall contain only job related material. Working files shall not be considered personnel files as required in this Article. No other files, records or notations shall be kept by employer or any of its representatives except as may be prepared or used by Employer in the course of preparation or participation for any pending case, such as a grievance, Civil Service matter, criminal investigation, Department of Human Rights or EEOC matter, etc. An employee has the right upon written request to review the contents of his/her personnel file or working file. Such review may be made during working hours with no loss of pay for time so spent within reason. Upon authorization by an employee, CPL may inspect that employee's personnel file following written request to the agency.

Section 2. Employee Notification

A copy of any disciplinary action or material related to employee performance which is placed in the personnel file shall be served in person upon the employee (the employee noting receipt, or the supervisor noting failure of employee to acknowledge receipt) or sent by certified mail (return receipt requested) to his/her last address appearing on the records of Employer. It is the obligation of each employee to provide Employer with his/her current address and telephone number.

Section 3. Counseling Session Notations

Copies of notations of counseling session shall not be placed in an employees personnel file.

Supervisors shall not maintain in working files copies of or notations of counseling sessions beyond a period of one year or when such session is made part of an evaluation, whichever comes first.

ARTICLE XXVI

TRAINING

Section 1. General

Employer and CPL recognize the need for the development and training of employees in order that services are efficiently and effectively provided. In recognition of such principle, Employer shall endeavor to provide employees with orientation to current procedures, forms, methods, material, and equipment used in the work assignments.

Section 2. Distribution of Training

Training programs which are instituted by Employer shall be equitably distributed among employees on the basis of need for such training. Time spent by an employee in a training program shall be considered work time.

ARTICLE XXVII

MISCELLANEOUS

Section 1. Distribution of Contract

The CPL shall be responsible for the duplication of this agreement. Upon completion of duplication, Employer shall expeditiously provide each employee covered by this Agreement with a copy of this Agreement. Employer shall also provide new employees with a copy of this Agreement upon hire.

Section 2. Safety and Health

Employer shall attempt to provide a safe and healthy place within which employees shall work. Labor management meetings shall be used to review and suggest health and safety measures to be implemented, including vehicle safety. However, this shall not abrogate an employee's right to challenge unsafe and unhealthy conditions through a grievance.

Section 3. Damage to Personal Property

- A. Where current agency practice so provides, Employer shall reimburse employees for any losses of personal property incurred as a result of the performance of their official duties.
- B. If no agency practice exists, a policy statement shall be subject of discussion at agency level local negotiations.

Section 4. Assignment Within Classification Specification

The phrase "performs other duties as required or assigned" under "Illustrative Examples of Work" in the job classification specification shall be interpreted to mean other duties which are reasonably within the intended scope of the job classification.

Section 5. Polygraphs

No employee may be required to take polygraph examination nor shall be subject to discipline for refusal to take such. If the employee agrees to voluntarily take a polygraph examination as a part of a formal investigation, the following restrictions apply:

- A. An employee shall be provided sufficient advance notice of the scheduling of such polygraph examination in order to allow the employee to exercise his/her representational rights.
- B. An employee shall be entitled to have a CPL representative or CPL counsel at all steps of the polygraph examination process except during the actual administration of a polygraph examination.

- C. The employee shall be provided with a copy of the results of the report of the polygraph examination and a copy of the conclusions reached by the examiner.

Section 6. Sub-Contracting

Employer agrees that upon formal consideration to sub-contract any work performed by bargaining unit employees which affects the job security or classification status of such employees, it shall: (1) provide reasonable advance notice to CPL, and (2) shall meet with CPL, prior to making a decision to contract, for the purpose of discussing the reasons for its proposal.

If the decision to sub-contract work results in employees being subject to layoff, Employer will make a reasonable effort with the contractor to insure that the affected employees are considered for employment by the contractor. CPL shall have an opportunity to meet with the proposed subcontractor as well as the agency and/or the Department of Central Management Services to discuss the employment of employees subject to layoff. Such meeting shall not be used to coerce or harass prospective subcontractors.

Section 7. Inclement Weather Policy

The Department of Central Management Services' inclement weather policy shall be discussed with each agency as to how it will be implemented. These discussions will be held in accordance with Article XXIII - Labor Management Meetings.

Section 8. Notification of Leave Balances

CPL and agency shall negotiate the frequency of all leave balance statements during agency level local negotiations.

Section 9. Supplementals

Within 30 days of the signing of this Agreement, either party may give notice to the other party of its intent to renegotiate existing Supplemental Agreements and local Memoranda of Understanding. In the event either party wishes to negotiate pursuant to this section, negotiations shall be conducted and will attempt to be concluded in a timely manner. Any such supplemental agreement in order to become effective must be approved by the Department of Central Management Services.

Section 10. Physical Fitness Standards

Physical fitness standards shall be governed as provided for in the Office of Law Enforcement, General Order on the Health and Fitness Program. The Employer agrees to negotiate the impact of the change of any such standards with the CPL.

Section 11. Restricted Duty

The Department shall implement a restricted duty program for officers who are temporarily unable to perform all of the duties required of the position. The provisions of the restricted duty program shall be discussed at agency Labor/Management meetings.

Section 12. Fitness for Duty

When the Employer has requested a fitness for duty evaluation which determines the employee is unfit for duty and the employee's physician certifies the employee is fit for duty, the Employer may rely upon the decision of an impartial physician from SERS (State Employee Retirement System) for the employee's fitness for duty. Such examination shall be paid for by the Employer.

Section 13. Residency Requirement

Employees covered by this agreement shall reside within the county of assignment. Variances shall only be granted in cases where the county limit requirement causes a demonstrable and extraordinary hardship. Employees granted a variance prior to July 1, 2004 will not be required to relocate.

ARTICLE XXVIII

NO STRIKE

In as much as this Agreement provides machinery for the orderly resolution of disputes which relate to this Agreement by an impartial third party, Employer and CPL recognize their responsibility to provide for uninterrupted services. Therefore, for the duration of this Agreement, CPL agrees:

- A. That neither it nor any of its members, individually or collectively, will authorize or support any form of strike or any other concerted interruption of operations or services by employees. CPL acknowledges Employer has the right to deal with any such work action through disciplinary action, including discharge and/or injunctive relief.
- B. When Employer notifies CPL by certified mail that any of its members are engaged in such job action, CPL shall immediately, orally and in writing, order such employees to return to work and provide the Employer with a copy of such written order by certified mail within 24 hours of such order being given to the employees.

ARTICLE XXIX

AUTHORITY OF CONTRACT

Section 1. Partial Invalidity

Should any part of this Agreement or any provision contained herein be judicially determined to be contrary to law, the remaining portions hereof shall remain in full force and effect.

Section 2. Effective of Department of Central Management Services Personnel Rules and Pay Plan

Unless specifically covered by this Agreement, the Personnel Rules of the Department of Central Management Services and/or the Pay Plan shall control. In the event the Director proposes to change an existing Personnel Rule or the Pay Plan provisions, CPL shall be notified and be afforded the right to negotiate over the impact of such change on the bargaining unit members as it relates to wages, hours and conditions of employment prior to its submission to the Civil Service Commission or emergency effective date.

Section 3. Increase in Benefits

In the event of any increase in the number of holidays, vacation days, sick days, personal days, or other related non-wage economic benefits granted unilaterally to all employees covered by the Personnel Code or Rules, such increases shall be made applicable to employees covered by this Agreement.

In the event of any decrease in the number of holidays, vacation days, sick days or other non-wage economic benefits the Director shall notify CPL and upon timely request negotiate with CPL over the impact of such reductions.

Section 4. Obligations to Bargain

This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements, written or verbal. Where past practice directly conflicts with the express terms of the contract, the contract shall prevail. The parties agree that the provisions of this Agreement shall supersede any provisions of the Personnel Rules of the Director relating to any of the subjects of collective bargaining contained therein when the provisions of such Personnel Rules differ with this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, Employer and CPL, for the term of this Agreement and any extension, each voluntarily and unqualifiedly waives

the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXX

TERMINATION

This Agreement shall be effective as of July 1, 2004 and shall continue in full force and effect until midnight, June 30, 2008, and thereafter from year-to-year unless not more than 180, but not less than 60 days prior to June 30, 2008, or any subsequent June 30, either party gives written notice to the other of its intention to amend or terminate this Agreement.

In witness hereof, the parties have hereto set their signatures on the day first above written.

For the
Department of Central Management
Services - State of Illinois

For the
Conservation Police
Lodge

For the
Department of Natural Resources

Date

Date

Side Letter

Drug and Alcohol Testing

Section 1. The Employer shall have the right to conduct random drug testing or drug testing on an employee if there is reasonable suspicion that the employee is under the influence of alcohol or an unauthorized controlled substance.

Section 2. If, as a result of the investigation and/or pre-disciplinary hearing, just cause is present, discipline shall be imposed as follows:

OFFENSE	DISCIPLINE
First Offense	Discharge

Section 3. The Department fully supports the Employee Assistance Program and encourages employees who are using unauthorized controlled substances to seek the confidential services of the Employee Assistance Program at their work place. The Employee Assistance Program plays an important role by providing employees an opportunity to eliminate illegal drug use. Referrals can be made to appropriate treatment and rehabilitative facilities who will follow-up with individuals during their rehabilitation period to track their progress and encourage successful completion of the program.

For the Employer

For the CPL

Date

Date

SIDE LETTER

INVESTIGATIONS

Whenever a non-probationary officer is the subject of an investigation which could result in discipline, the investigation shall be conducted in accordance with the following:

1. All interrogations of an officer shall be scheduled at a reasonable time, and shall be conducted while the officer is on duty.
2. The interrogation depending on the allegation, will normally take place at a Department facility.
3. Prior to the interrogation, the officer will be informed of:
 1. The identity of the person who will be conducting the interrogation;
 2. The identity of all persons who will be present for the interrogation;
 3. The nature of the complaint and the pertinent facts alleged;
 4. The names of the complainants known at the time;
 5. His constitutional rights concerning self-incrimination if the allegations under investigation indicates criminal prosecution is probable.
4. The length of the interrogation will be reasonable, with interruptions permitted for personal necessities, meals, telephone calls and rest.
5. The officer will be provided, without unnecessary delay, a copy of written statements and recordings he has made.
6. The officer under interrogation shall have the right to counsel present at the interrogation and/or to have a member of the Union present during the interrogation. The Union representative shall not be involved in the incident and must be authorized to act on behalf of the Union.
7. No anonymous complaint shall be the sole basis for taking disciplinary action against an officer.
8. The investigation shall not be unreasonably or arbitrarily delayed.
9. Whenever the results of an investigation result in discipline, the officer shall, upon request, be provided a complete copy of the investigation.

10. Department Criminal Investigations

The provisions of this Side Letter do not apply to criminal investigations in which the Department acts in its capacity as a law enforcement agency to investigate potential violations of criminal law. In addition to being afforded Miranda rights as required by law, an officer interviewed as part of a criminal investigation will be informed in writing that:

- a. the interview relates to a criminal investigation; and
- b. the Department is acting as a law enforcement agency, and not as the officer's employer and thus no adverse employment action will be taken against the employee for refusing to participate in the interview; and
- c. the officer is free to choose not to participate in the interview and/or leave at any time.

For the Union:

For the Employer:

Date: _____

Date: _____

SIDE LETTER
COMPENSATORY TIME

The Employer agrees to increase the minimum amount of compensatory time that an employee is allowed to carry from the current level of 80 hours to 160 hours. The Employer will continue to monitor its supervisors regarding making time off available to employees when reasonable requests are made.

The Employer reserves the right to require the liquidation of accrued overtime in excess of 160 hours.

The past practice of liquidating and paying cash for accrued compensatory time not scheduled or taken by the end of the fiscal year shall be suspended for the duration of this contract.

The Employer shall provide the CPL with a copy of all present directives, policies and rules concerning accumulation and/or liquidation of overtime, and shall copy the CPL with any changes made during the effective time of this contract.

For the Union:

For the Employer:

Date: _____

Date: _____

For the Union:

For the Employer:

Date: _____

Date: _____